

**SERVICES AGREEMENT BETWEEN MICHAEL KELLY, DO
AND THE TOWNSHIP OF WEST ORANGE**

This service agreement is between the Township of West Orange ("Township") and Michael Kelly, DO ("Dr. Kelly") 776 Northfield Avenue, West Orange, New Jersey 07052.

SECTION ONE: SCOPE OF SERVICES

For the 2024 calendar year, Dr. Kelly hereby agrees to serve as a consultant for cancer screening services to the West Orange Fire Department. The scope of services provided by DR. KELLY is as follows:

- Colorectal screening via fecal occult blood, fecal DNA, or if indicated, referral for a colonoscopy
- Lung screening with low dose CT scan. Please note that this will be included in the price and it is at a lower rate than if it was billed to the insurance. Other vendors just give prescription for CT scan which would increase the cost for self-insured agencies.
- Bladder, testicular and prostate US included
- Thyroid ultrasound included
- Blood tests for routine panels and selective cancer markers as recommended by the US preventive task force for cancer screening
- Complete comprehensive physical examination including screening for oral and skin cancers
- Cervical and breast screening as indicated
- Coronary calcium score included at no extra cost and will be done during the low dose CT scan
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Fee \$1200.00 per firefighter

SECTION TWO: COMPENSATION

The Township agrees to pay Dr. Kelly per its fee schedule attached hereto. Pursuant to N.J.S.A. 52:14-17.29ii(a) the Township shall be reimbursed for such costs from the State.

SECTION THREE: BILLING PROCEDURES

Dr. Kelly shall submit the proper vouchers or invoices to the Township in accordance with applicable law and regulations. Failure to submit invoices within 30 days of the conclusion of a quarter shall void the payment to Dr. Kelly for that quarter.

SECTION FOUR: STATUS OF CONSULTANT

It is hereby agreed that Dr. Kelly is an independent contractor and is not considered an employee of the Township of West Orange during the performance of its duties as outlined in Section One. The Township of West Orange agree to defend the consultant in the event a claim

or lawsuit is brought against the Township for any actions alleging negligence with respect to the administration of the insurance programs. It is also understood that the Township of West Orange will cooperate fully with the consultant in the performance of his duties as outlined in Section One.

SECTION FIVE: NON-ASSIGNMENT

Consultant is prohibited from assigning this agreement to any other parties without the written authorization from the Township.

SECTION SIX: TERM, TERMINATION and JURISTITION

The term of this agreement is for the 2024 calendar year. It is understood that the continuation of this contract is pending the availability of funds in subsequent fiscal years and if the funds are not available in subsequent fiscal years, then this agreement shall be canceled. The terms of this agreement are subject to the laws of the State of New Jersey and any disputes between the parties shall be heard in the applicable court of law. This agreement may be cancelled with thirty (30) days' written notice by either party.

Township and Dr. Kelly agree that West Orange Mayor Susan McCartney has not been involved in any aspect of this Agreement, including, but not limited to, solicitation, negotiation, consideration or award of this Agreement.

In witness whereof, the signatures below verify the acceptance of the terms of this agreement by the parties involved. Signed on this _____ day in the month of June in the year 2024.

MICHAEL KELLY, DO

WITNESS

JAMES P. ABBOTT,
BUSINESS ADMINISTRATOR

ATTEST: Karen J. Carnevale, R.M.C.